

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 16, 2003

Division: Growth Management

Bulk Item: Yes X No

Department: Planning & Environmental Resources

AGENDA ITEM WORDING: Approval of an extension in the time of completion of the Post Disaster Recovery & Redevelopment Plan agreement for professional services between Monroe County and Analytica.

ITEM BACKGROUND: The extension will allow Analytica to make a formal presentation of the completed Plan to the Monroe County Board of County Commissioners on 21 May 2003.

PREVIOUS RELEVANT BOCC ACTION: This agreement was approved by the Board of County Commissioners on 17 May 2001.

CONTRACT/AGREEMENT CHANGES: Amendment to extend the time of completion of Deliverable #7 (Final Report) from 31 October 2002 until 31 June 2003.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: N/A


BUDGETED: Yes N/A No

COST TO COUNTY: N/A **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes N/A No **AMOUNT PER MONTH** N/A **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:


Timothy J. McGarry, AICP

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # L2



MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Analytica Contract #
 Effective Date:
 Expiration Date: 6/30/03

Contract Purpose/Description:
 Time extension with Analytica for professional services for the completion of the Post Disaster Recovery & Redevelopment Plan agreement for professional services.

Contract Manager: Fred Gross 2506 Planning / Stop #11
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 4/16/03 Agenda Deadline: 4/2/03

CONTRACT COSTS

Total Dollar Value of Contract: \$ 99,300.00 Current Year Portion: \$
 Budgeted? Yes ☒ No ☐ Account Codes:
 Grant: \$ 87,650.00 165-33011-530490-90004-530340
 County Match: \$ 11,650.00

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>4/17/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>4/17/03</u>
Risk Management	<u>3/28/03</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>W. J. [Signature]</u>	<u>3/28/03</u>
O.M.B./Purchasing	<u>4/1/03</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>4/1/03</u>
County Attorney	<u>3/27/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>3-27-03</u>

Comments: Contract is missing requirement for
Professional Liability Insurance as required by
Administrative Instruction # 4709.5 - see pages 16 and

76
OMB: needs Public Entity Annual Statement
 OMB Form Revised 2/27/01 MCP #2 DR

**MONROE COUNTY
POST DISASTER RECOVERY & REDEVELOPMENT PLAN
AGREEMENT FOR PROFESSIONAL SERVICES
AMENDMENT #1 to
(DELIVERABLE #7)
FINAL REPORT TO BE COMPLETED BY 31 OCTOBER 2002**

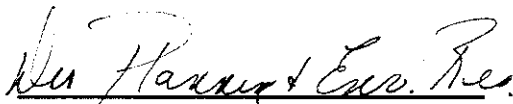
The following amendment is made to "Deliverable #7 Final Report to be completed by 31 October 2002."

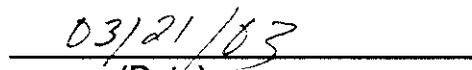
- Amend Deliverable #7 to read: "Final Report to be completed by 30 June 2003."

All other terms and conditions of the agreement are in force.

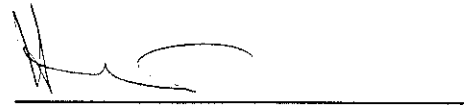
ACCEPTED AND APPROVED
Monroe County



(Signature)



(Title)

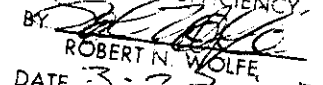

(Date)

ACCEPTED AND APPROVED
Analytica


(Signature)


(Title)


(Date)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY 
ROBERT N. WOLFE
DATE 3-27-03

**MONROE COUNTY
POST DISASTER RECOVERY & REDEVELOPMENT PLAN
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT made and entered into this 21st day of November, 2001, by and between the MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, Monroe County, Florida, referred as the "CLIENT", and ANALYTICA, with offices located at PO Box 998, Newberry FL 32669, hereinafter referred to as the CONSULTANT.

WHEREAS, the CLIENT has determined that it is necessary, expedient, and to the best interest of the CLIENT to retain a CONSULTANT to render and perform consulting and other professional services in connection with the providing technical assistance to Monroe County in the area of economic analysis and planning services.

WHEREAS, THE CLIENT desires to engage the CONSULTANT on a contract basis, for work assignments, as per the authorization procedures hereinafter set forth.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION 1. EMPLOYMENT OF THE CONSULTANT

The CLIENT hereby engages the CONSULTANT and the CONSULTANT agrees to perform services hereinafter described.

SECTION 2. SCOPE OF SERVICES

The CONSULTANT shall do, perform and carry out in a professional and proper manner certain duties as described in the Basic Scope of Services – Exhibit "A" – which is attached hereto and made a part of this agreement.

SECTION 3. CLIENT'S RESPONSIBILITIES

The CLIENT shall complete the following in a timely manner so as not to delay the services of the CONSULTANT:

- 3.1 Provide all best available data and base maps as to the CLIENT's requirements for Work Assignments. Designate in writing a person with authority to act on the CLIENT's behalf on all matters concerning the Work Assignment.
- 3.2 Furnish to the CONSULTANT all existing plans, studies, reports, and other available data pertinent to the work, and obtain or provide additional reports and data as required by the CONSULTANT. The CONSULTANT shall be entitled to use and rely upon such information and services provided by the CLIENT or others in performing the CONSULTANT's services.

- 3.3 Arrange for access to and make all provisions for the CONSULTANT to enter upon public and private property as reasonably required, and legally allowed, for the CONSULTANT to perform services hereunder. Any obstruction to such access by private property owners shall not constitute a basis for waiver of any other required entries on to public and private property, nor shall it provide a basis for termination of the contract. In the event that such access is so obstructed, CONSULTANT and CLIENT shall work together to resolve the difficulty in a timely manner.
- 3.4 Perform such other functions as are indicated in Exhibit "A" including but not limited to scheduling all meetings, work sessions, and hearings associated with the performance of the CONSULTANT's work, including preparation of minutes and records.

SECTION 4. TIME OF COMPLETION

The services to be rendered by the CONSULTANT for each individual work order request shall be commenced upon written notice from the CLIENT and the work shall be completed in accordance with the schedule mutually agreed to by the CLIENT and CONSULTANT, unless it shall be modified in a signed document, by the mutual consent of the CLIENT and CONSULTANT. Subsequent services shall be performed in accordance with schedules of performance which shall be mutually agreed to by CLIENT and CONSULTANT.

SECTION 5. COMPENSATION

- 5.1 The maximum compensation available to the CONSULTANT under this agreement is \$99,600.00. The CLIENT agrees to pay the CONSULTANT on the lump sum basis for each individual work order request or as may be mutually agreed by CLIENT and CONSULTANT. Should there be any reimbursable expense request and should there be any disagreement on these, any disagreement regarding which items are reimbursable shall be submitted to the County Clerk for determination and whose decision shall be final.
- 5.2 The hourly billing rates of the CONSULTANT, expected to include virtually all costs including travel, used in calculating the compensation due are:

Position	Rate
President	\$250.00
Project Manager	\$250.00
Senior Planner	\$215.00
Senior Research Assoc.	\$210.00
Attorney	\$250.00

SECTION 6. PAYMENT TO CONSULTANT

- 6.1 CONSULTANT shall submit monthly invoices and progress reports for services rendered on each individual work order being performed by the CONSULTANT.

The CLIENT shall make payments in response to CONSULTANT's invoices within forty-five (45) days of the invoice date.

- 6.2 If the CLIENT fails to make any payment due to the CONSULTANT for services and expenses within forty-five (45) days after the invoice dates, the CONSULTANT may, after giving seven (7) days written notice to the CLIENT, suspend services until the CONSULTANT has been paid in full all amounts due for services.

SECTION 7. AUTHORIZATION OF WORK ASSIGNMENTS

- 7.1 All work assignments beyond or in addition to EXHIBIT "A" shall be authorized in a signed document in accordance with the CLIENT's policy prior to any work being conducted by the CONSULTANT.
- 7.2 Additional authorizations may contain additional instructions or provisions specific to the authorized work for the purpose of clarifying certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instruction or provisions shall not be construed as a modification of this Agreement. Authorizations shall be dated and serially numbered.

SECTION 8. COST CONTROL

- 8.1 Opinions of probable construction cost, financial evaluations, and feasibility studies prepared by the CONSULTANT under the Work Assignment will be made on the basis of the CONSULTANT's best judgment as an experienced and qualified professional. It is recognized, however, that the CONSULTANT does not have control over the cost of labor, material, equipment, or services furnished by others over market conditions or contractor's methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the Work Assignment must be of necessity speculative. Accordingly, the CONSULTANT does not guarantee that proposals, bids, or actual costs will not vary from opinions, evaluations, or studies submitted by the CONSULTANT to the CLIENT thereunder.

SECTION 9. NOTICES

All notices, requests and authorizations provided for herein shall be in a signed document and shall be delivered or mailed to the addresses as follows:

To the CLIENT: Monroe County Board of County Commissioners
c/o Monroe County Planning Department
2798 Overseas Highway, Suite 410
Marathon, Florida 33050
Attention: Planning Director

To the CONSULTANT: ANALYTICA
PO Box 998
Newberry, Florida 32669
Attention: Herbert Marlowe, Project Manager

or addressed to either party at such other addresses as such party shall hereinafter furnish to the other party in writing. Each such notice, request, or authorization shall be deemed to have been duly given when so delivered, or, if mailed, when deposited in the mails, registered, postage paid.

SECTION 10. GENERAL CONDITIONS

- 10.1 All documents created or prepared by CONSULTANT and which are necessary for the fulfillment of this agreement, including reproducible copies of original drawings estimates, specifications, field notes, and data are and remain in the property of the CLIENT. In the event the CLIENT uses said documents on any projects not covered in this contract, to the extent authorized by Sec. 768.28 F.S. it shall indemnify and save harmless CONSULTANT from all damages, including legal fees and costs, resulting from the reuse of said documents.
- 10.2 This Agreement may be terminated by either party with or without cause by thirty (30) days written notice to the other party. In the event of any termination, the CONSULTANT will be paid for all services rendered and reimbursable expenses incurred to date of termination. The CLIENT will receive all work products performed, in whatever manner, as of the date of termination.
- 10.3 The CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, and legal representatives of the CLIENT and CONSULTANT are hereby bound to the other party of this Agreement and to the partners, successors, executors, administrators, and legal representative (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this agreement.
- 10.4 The CONSULTANT shall not assign, sublet or transfer any rights under or interest in (including, but without limitations, moneys that may become due or moneys that are due) this agreement or subsequent Work Assignment without the written consent of the CLIENT, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent

to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement.

- 10.5 Nothing under this agreement shall be construed to give any rights or benefits in this agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this agreement will be for the sole and exclusive benefit of the CLIENT and CONSULTANT and not for the benefit of any other party.
- 10.6 Nothing in this agreement should be read as modifying the applicable statute of limitations. The waiver of the breach of any obligation of this agreement does not waive another breach of that or any other obligation.
- 10.7 No member, officer, or employee of the CLIENT during his tenure or for two years hereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. This foregoing statement shall be inserted in any subcontract.
- 10.8 The CONSULTANT warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision the CLIENT may, in its discretion, terminate this agreement without liability and may also, in its discretion, deduct from the agreement or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.
- 10.9 This Agreement constitutes the entire agreement between CLIENT and CONSULTANT and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by the Monroe County Board of County Commissioners and the CONSULTANT, provided that the scope of services may be modified by a written agreement executed by the County Administrator or his designee and CONSULTANT, consistent with Section 10 of this agreement.
- 10.10 CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement.
- 10.11 In the carrying out of this agreement, the CONSULTANT will not discriminate against any employee or applicant for employment because of sex, race, creed, color or national origin. In carrying out this agreement, the CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their sex, race, creed, color, or national origin. Such action shall include but not be limited to, the following: Upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of any or other forms of compensation;

and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, such notices as may be provided by the CLIENT setting forth the provisions of this non-discrimination clause.

10.12 This agreement shall be governed by the Laws of the State of Florida. Venue for any litigation arising under this agreement must be in Monroe County, Florida.

SECTION 11. INDEMNIFICATION

The CONSULTANT does hereby consent and agree to indemnify and hold harmless the County, its Mayor, the Board of County Commissioners, appointed Boards and Commissions, Officers, and the Employees, and any other agents, individually and collectively, from all fines, suits, claims, demands, actions, costs, obligations, attorneys fees, or liability of any kind arising out of the sole negligent actions of the CONSULTANT or substantial and unnecessary delay caused by the willful nonperformance of the CONSULTANT and shall be solely responsible and answerable for any and all accidents or injuries to persons or property arising out of its performance of this contract. The amount and type of insurance coverage requirements set forth hereunder shall in no way be construed as limiting the scope of indemnity set forth in this paragraph. The CLIENT does hereby covenant and agree to indemnify and save harmless the CONSULTANT from any fines, suits, claims, demands, actions, costs obligations, attorney fees, or liability of any kind resulting from a negligent act or omission by the County, its Mayor, the Board of County Commissioners, appointed Boards and Commissions, Officers, and Employees, individually and collectively under the provisions and up to the limits of liability as stated in section 768.28 F.S. Further the CONSULTANT agrees to defend and pay all legal costs attendant to acts attributable to the sole negligent act of the CONSULTANT.

At all times and for all purposes hereunder, the CONSULTANT is an independent contractor and not an employee of the Board of County Commissioners. No statement contained in this agreement shall be construed so as to find the CONSULTANT or any of his/her employees, contractors, servants or agents to be employees of the Board of County Commissioners for Monroe County. As an independent contractor the CONSULTANT shall provide independent, professional judgment and comply with all federal, state, and local statutes, ordinances, rules and regulations applicable to the services to be provided.

The CONSULTANT shall be responsible for the completeness and accuracy of its work, plan, supporting data, and other documents prepared or compiled under its obligation for this project, and shall correct at its expense all significant errors or omissions therein which may be disclosed. The cost of the work necessary to correct those errors attributable to the CONSULTANT and any damage incurred by the CLIENT as a result of additional costs caused by such errors shall be chargeable to the CONSULTANT. This provision shall not apply to any maps, official records, contracts, or other data that may be provided by the County or other public or semi-public agencies.

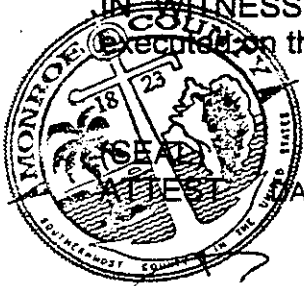
The CONSULTANT agrees that no charges or claims for damages shall be made by it for any delays or hindrances attributable to the CLIENT during the progress of any portion of the services specified in this contract. Such delays or hindrances, if any, shall be compensated for by the County by an extension of time for a reasonable period for

the CONSULTANT to complete the work schedule. Such an agreement shall be made between the parties.

SECTION 12. INSURANCE POLICIES

The CONSULTANT shall procure and maintain the insurance required in Exhibit "B". Exhibit "B" is attached and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the 21st day of November 2001.



DANNY L. KOLHAGE, CLERK

By

Janet L. Hancock
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By

[Signature]
Mayor/Chairman

(CORPORATE SEAL)
ATTEST:

By

[Signature]
Assistant Secretary

ANALYTICA

By

[Signature]
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY *[Signature]*
ROBERT N. WOLFE
DATE 10-23-01

EXHIBIT A

Scope, Tasks, Deliverables & Fees

Scope

The purpose of this project is to develop a post disaster plan for short and long term recovery contexts. This plan will consist of four components:

1. Relevant Policies and Strategies for Short & Long Term Recovery

including but not limited to:

- Damage Assessment
- Emergency Declarations.
- Permitting moratorium.
- Permitting - temporary, regular, and accelerated
- Long term hazard mitigation
- Required ordinances that should be developed
- Redevelopment plans and programs, including land uses as appropriate
- Other. This category will address other topics that emerge during the process.

2. The Management of Post-Disaster Response and Reconstruction

This section will include the structure and operations of a Reconstruction Task Force. This section will address the power, membership and duty assignments, operations and emergency management liaison responsibilities of the task force, prioritization procedures and communication procedures.

3. Procedures for Short-term Recovery & Response

4. Procedures for Long-term Recovery

Tasks.

1. Mapping Conferences, Field Visits & Data Review.

The Analytica team will be on-site to meet with county staff and other key stakeholders. The purpose of this task include:

Clear delineation of responsibilities and avoidance of duplicative work. The visit will start with a meeting with all participants in which all the potential issues and topics will be listed. Issues will be then be assigned to either the Analytica team or a county staff member.

Identification of the existing data sources. Analytica will review the county records and documents to determine what data is currently available.

Field visits. If appropriate, Analytica will visit sites of high concern that need to be addressed during the project.

Work Plan revisions. Based upon the work described immediately above, all participants will reconvene to determine if the work plan needs to be revise.

2. Plan Development

The purpose of this task is to develop a post disaster plan for short and long term recovery contexts. This plan will address:

Relevant Policies and Strategies including but not limited to:

- Damage Assessment
- Emergency Declarations.
- Permitting moratorium.
- Permitting - temporary, regular, and accelerated
- Long term hazard mitigation
- Required ordinances
- Redevelopment plans and programs, including land uses as appropriate
- Other. This category will address other topics that emerge during the process.

The Management of Post-Disaster Response and Reconstruction

Procedures for Short-term Recovery & Response

Procedures for Long-term Recovery

The specific content of the plans and procedures will vary depending upon specific circumstances. As a starting framework, the following components (Some components may not be relevant for all situations)

Chapter 1: Procedures & Responsible Party. This section will detail the steps and procedures the county should follow in a post-disaster situation and what office in the county will be responsible for those steps. It will also address coordination issues and provide process flow charts which describe how the various procedures should be implemented in terms of sequence and timing.

Chapter 2: Guidelines for determining feasibility, cost-effectiveness & impacts. This section of the plan will provide both forms and process steps which will determine the costs vs benefits of a particular action by the county in terms of costs to the county, costs to other parties, the feasibility of that action in the context of overall risks and priorities and procedures for determining impact in the surrounding area as well as on the county as a whole. This chapter will also address specific areas of the county that are of concern. Finally, this chapter will identify those land use and other regulatory actions the County should take in the near future to have polices and procedures in place prior to a disaster event.

Chapter 3: Permitting. This chapter will detail a regular, temporary and/or accelerated permitting process that will be responsive to community issues while ensuring consistency with the overall plan.

Chapter 4: Prioritization Procedures. This chapter will provide a system for prioritizing the work of the county and the allocation of staff resources based on considerations of public safety, economic viability and environmental protection.

Chapter 5: Benchmark Analysis. This chapter will provide any performance standards that the county should set for itself based on either professional association standards, governmental regulations or high performance organizations.

Chapter 6: Fiscal Impact Analysis. This chapter will provide procedures for determining the fiscal impact of various county actions on the tax base, on the property owners and on public resources.

To develop these chapters we will engage in the following analyses:

- Review of existing documents and regulations.
- Review of best practices
- Field visits
- Focus groups and interviews
- Process modeling
- Scenario modeling

3.0 Development of a Post-Disaster Plan for Public Facilities

This plan will be comprised of the same six chapters as the plans of task 7.0 except that the focus will be on public facilities with a particular emphasis on prioritization and accelerated permitting.

4.0 Development of Temporary and/or Accelerated Permitting System & Permitting Moratorium Procedures

In each of the plans developed in tasks 2 and 3, the issue of temporary and/or accelerated permitting and moratorium will be addressed from a particular perspective. This task will review and integrate those perspectives into a consistent system that can be applied county-wide

5.0 Decision Matrix Integration

The plans developed in steps 2 and 3 each have a set of decision procedures or guides that would apply to the focus area of that plan. In this task those procedures/guides will be reviewed for consistency and synchronization.

6.0 Workshops.

Four workshops will be held. One will be with interested stakeholders, a second with County staff, a third with the Planning Commission and a fourth with the County Commission.

7.0. Final Report

Based on the step 6 feedback, Analytica will prepare a final report

Deliverables:

1. Final Work Plan Report summarizing the issues to be addressed in the project, the high priority topics for detailed discussion, the work schedule for the project, the responsibilities of Analytica and Monroe County staff.

Hours: 48
Consultants: Arrington, Henry, Gray, Marlowe
Fee: \$10,200.00

2. A post-disaster plan which details the policies & strategies that the County will use in the short term recovery period (less than 30 days).

Hours: 40
Consultants: Arrington, Henry, Gray, Marlowe
Fee: \$7,000.00

3. A post-disaster plan which details the policies and strategies that the County will use in the long term recovery period (more than 30 days)

Hours: 60 hours
Consultants: Arrington, Henry, Gray, Marlowe, Watts
Fee: \$10,000.00

4. A post-disaster plan that details the management of the plan including the structure and operations of a Reconstruction Task Force. This section will address the power, membership and duty assignments, operations and emergency management liaison responsibilities of the task force. The section will address effort prioritization procedures and communication procedures. It will include an integrated decision guide that would guide County staff as to their actions, responsibilities and communication protocols in the event of a post-disaster situation.

Hours: 20 hours
Consultants: Arrington, Henry, Marlowe
Fee: \$5,000.00

5. A short-term recovery and response element that includes: (a) damage assessment procedures; (b) declaration of emergency procedures; (c) permitting moratorium procedures; (d) a decision matrix and process for permitting and (e) delineation of temporary and regular permitting processes that include categories and procedures, organization and management, deferral or exemptions, demolition, and non-conforming uses and structures (the procedures and methods the County will use to make decisions about non-conforming structures and damaged structures).

Hours: 112

Consultants: Arrington, Henry, Gray, Marlowe, Watts
Fee \$18,800.00

6. A long term recovery element that includes (a) hazard mitigation procedures, (b) needed ordinances and parameters for those ordinances and (c) redevelopment strategies for non-conforming areas as identified by staff (procedures the County will use to make decisions about future land uses prior to re-permitting of existing uses).

Hours: 180
Consultants: Arrington, Henry, Gray, Marlowe, Watts
Fee: \$27,000.00

7. Final Report to be completed by 31 October 2002.

Hours: 124
Consultants: Arrington, Henry, Gray, Marlowe, Watts
Fee: \$21,600.00

Total: Fees & Expenses:

\$99,600.00

EXHIBIT "B"

RISK MANAGEMENT POLICY AND PROCEDURES CONTRACT ADMINISTRATION MANUAL

General Insurance Requirements for Other Contractors and Subcontractors

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The Contractor will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the Contractor. As an alternative, the Contractor may require all Subcontractors to obtain insurance consistent with the attached schedules.

The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
- Or
- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law. The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from this General Insurance Requirements must be requested in writing on the County prepared form entitled **"Request for Waiver of Insurance Requirements"** and approved by Monroe County Risk Management.

**PROFESSIONAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract.

The minimum limits of liability shall be:

\$250,000 per Occurrence/\$500,000 Aggregate

PRO1

**INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

BETWEEN

MONROE COUNTY, FLORIDA

AND

ANALYTICA

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Bodily Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$500,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$250,000 per Person
\$500,000 per Occurrence
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

BETWEEN

MONROE COUNTY, FLORIDA

AND

ANALYTICA

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person
\$300,000 per Occurrence
\$ 50,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**WORKERS' COMPENSATION
INSURANCE REQUIREMENTS**

FOR

CONTRACT _____

BETWEEN

MONROE COUNTY, FLORIDA

AND

ANALYTICA

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

- \$500,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Maryland.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."